

A
NARRATIVE
OF THE RISE AND PROGRESS OF
THE DISPUTES
SUBSISTING BETWEEN
THE PATENTEES
OF
COVENT-GARDEN THEATRE.

L O N D O N :

PRINTED FOR MESSRS. FLETCHER, AND ANDERSON, IN ST.
PAUL'S-CHURCH-YARD.

MDCCLXVIII.

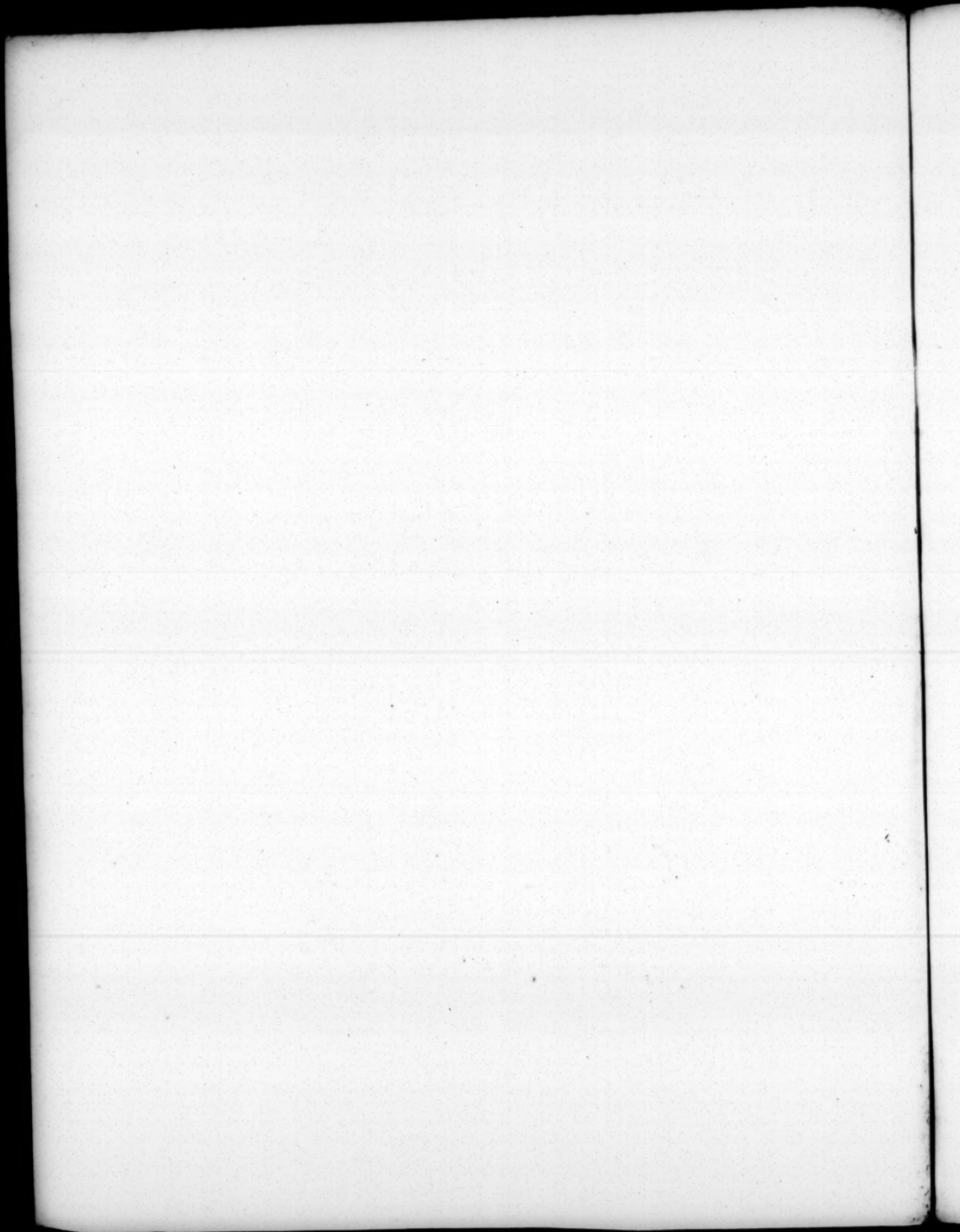


A P O L O G Y.

AN advertisement having appeared in the Public Advertiser of January 27, signed George Colman, importing that a state of the differences subsisting between the proprietors of Covent-Garden theatre would be speedily published; T. Harris and J. Rutherford, two of the patentees and proprietors of the said theatre, conceiving themselves to have been greatly injured, both in person and property, by the said George Colman, think it incumbent on them, as well in justification of themselves as out of respect to the publick, to prevent, as far as lies in their power, any misrepresentation of facts in which they have been concerned. They hope, therefore, it will not be deemed impertinent in them to submit their own narrative of the case, supported by indubitable and authentic evidence, to the impartiality of the publick; on whose protection and encouragement, the success of the theatre, and the security of their property in it, immediately depend.

T. HARRIS.

J. RUTHERFORD.



A N A R R A T I V E

OF THE DISPUTES BETWEEN THE

PATENTEES OF COVENT-GARDEN THEATRE.

THE patents and properties belonging to Covent-Garden theatre being on sale, pursuant to the late Mr. Rich's will, T. Harris and J. Rutherford, two of the present patentees, formed a design of purchasing them, and entered into a treaty with Mr. Rich's executors for that purpose.

On farther deliberation, they judged it expedient to invite some third person, of abilities and experience in theatrical affairs, to join with them in the intended purchase. Mr. William Powell, an actor of known and acknowledged merit in his profession, was accordingly
B thought

thought of, and made acquainted with their design. But, as Mr. Powell was then under an engagement to the patentees of Drury-Lane, he thought it an obstacle to his entering into that proposed ; nor could he, on the maturest consideration, find any other means of obviating this difficulty than that of inviting George Colman, Esq; a friend of his, to be, in like manner, jointly concerned in the affair. This, therefore, he proposed ; representing, at the same time, what great advantages would be derived, particularly in the management of the theatre, from a connection with a gentleman of his extensive reputation and abilities.

To this proposal Harris and Rutherford, thinking the concurrence of a fourth person unnecessary, were some time averse, till the consideration of Mr. Colman's talents as a dramatic writer, and his known familiar intercourse with the stage, induced them to acquiesce ; in hopes of reaping at least some of those many advantages on which Mr. Powell so warmly expatiated.

On the 31st of last March, therefore, the parties entered into articles, for proceeding in the treaty begun by Harris and Rutherford ; who were thence empowered to purchase, on the joint account of all four, the said patents and properties of the theatre, at a sum not exceeding sixty thousand pounds ; which sum was to be advanced in equal proportions by each party ; who were accordingly to become jointly possessed of, and interested in, the patents and properties so purchased, and to be jointly and equally concerned in the management of the theatre. By the same articles also they severally engaged to execute proper deeds and instruments for that purpose when the purchase should be completed.

On the 30th of April following, Harris and Rutherford actually contracted for the patents and theatre ; depositing at the same time the sum of ten thousand pounds, their separate property, in part of the purchase

chafe money; the remainder of which was to be paid on the first of July then next ensuing.

The contract being thus made, the four parties soon after met together, in order to settle the form of articles, to be entered into, in conformity to their preceeding agreement; when, to the great surprize of Harris and Rutherford, Mr. Colman proposed that he himself should be invested with the whole and sole management of the theatre. Manifest, however, as was the absurdity of any person's subjecting so considerable a share of property to the uncontrollable disposal of another, Mr. Powell assented to this strange proposal; by which he was to embark fifteen thousand pounds in an undertaking, with the conduct of which, even in the greatest emergency, he was to have nothing to do.

It must be owned that Harris and Rutherford entertained at that time no doubt either of Mr. Colman's capacity or inclination to conduct the theatre to the best advantage; but, as it was impossible for them to be assured that no sinister accident might render their interposition necessary to the security of their property, they conceived no men of common sense could stand excused for divesting themselves of the power of superintending it. Add to this, that Harris and Rutherford gave Mr. Colman repeatedly to understand that, as they should engage in no other employment, they intended, in conjunction with him, to make the management of the theatre at once their occupation and amusement. They objected to Mr. Colman's proposal, therefore, not only as absurd in itself, but as being contrary to their known intentions in the purchase of the theatre, and inconsistent with the terms of agreement on which that purchase was made. Willing nevertheless to indulge Mr. Colman in his desire of appearing the acting manager, the following articles were at length agreed to.

ARTICLES OF AGREEMENT, RESPECTING
THE MANAGEMENT OF COVENT-GARDEN
THEATRE.

WHereas Thomas Harris, John Rutherford, George Colman, and William Powell, by certain articles of agreement, dated the 31st day of March last, did agree to purchase of the representatives of John Rich, Esquire, deceased, two patents for exhibiting the atrical performances, and the several leases of Covent-garden theatre, and the rooms, buildings, conveniencies, furniture, cloaths, scenes, decorations, music, entertainments, and all things belonging to the said theatre, and the said Thomas Harris and John Rutherford, were thereby authorised to treat for and purchase the same, at a sum not exceeding 60,000*l.* and the purchase-money was to be advanced by the said parties equally, and they were to become jointly possessed of, and interested in the premises so to be purchased, and were to be jointly and equally concerned in the management of the said theatre, and were to execute proper deeds and instruments for that purpose, when the said purchase should be compleated. And whereas the said Thomas Harris and John Rutherford, have accordingly contracted and agreed with the representatives of the said John Rich, for the purchasing of the said patents, leases, premises and things, at and for the sum of 60,000*l.* and such purchase is to be compleated on the first of July next. Now the said several parties having perused, and fully understanding the purport and contents of the said contract, do approve of and confirm the same, and having also in consequence thereof taken into their consideration the management of the said theatre, they have for the better and more easy conducting the business thereof, as well as for their joint and equal benefit and advantage, agreed, and do hereby mutually declare and agree,

I. That

I. That notwithstanding any thing contained in the said agreement already made between the said parties, the said George Colman shall be invested with the direction of the said theatre, in the particulars following, viz. That he shall have the power of engaging and dismissing performers of all kinds; of receiving or rejecting such new pieces as shall be offered to the said theatre or the proprietors thereof; of casting the plays; of appointing what plays, farces, entertainments, and other exhibitions, shall be performed; and of conducting all such things as are generally understood to be comprehended in the dramatic and theatrical province.

II. That the said Thomas Harris and John Rutherford, shall be desired to attend the comptrollment of the accounts and treasury relative to the said theatre.

III. Provided always and in as much as the said Thomas Harris and John Rutherford, will have leisure to attend to the affairs of the said theatre, and the said William Powell is to be engaged as an actor or performer on the stage, (for which purpose separate articles are intended to be entered into between him and the other parties) in which his time and attention will be chiefly employed and taken up, so that he will not be able to apply himself in the managing the business of the said theatre. It is therefore hereby further agreed, that the said George Colman shall from time to time, and at all times hereafter, communicate and submit his conduct, and the measures he shall intend to pursue, unto them the said Thomas Harris and John Rutherford; and in case they shall at any time signify their disapprobation thereof in writing unto the said George Colman, then and in that case the measures so disapproved of, shall not be carried into execution, any thing before contained to the contrary notwithstanding. Yet nevertheless with respect to the said William Powell, it is intended and agreed that he shall at all times give his advice and assistance relative to any part of the business of the said theatre, when thereunto desired.

desired by the other parties. Witness the hands of the said parties this 14th day of May, 1767.

Witness

JAMES HUTCHINSON.

THOMAS HARRIS.

JOHN RUTHERFORD.

GEORGE COLMAN.

WILLIAM POWELL.

It is presumed that nothing can be more clear and explicit than the restrictions contained in the third clause of the above articles; and that Mr. Colman understood them in the most literal sense, will fully appear when we come to exhibit his letter of the first of November following.*

On the 28th of the same month, it was judged proper for the patentees to enter into the subsequent agreement severally, respecting them all as proprietors of theatrical entertainments, and respecting Mr. Powell in particular, as to the services expected of him in his profession as an actor.

MEMORANDUM OF AN AGREEMENT BETWEEN
THE PATENTEEs OF COVENT-GARDEN
THEATRE, AND MR. WILLIAM POWELL.

MEMorandum, it is agreed this 28th day of May 1767, between George Colman, Thomas Harris, and John Rutherford, Esquires, and William Powell, the intended purchasers of Covent-garden theatre, and the patents, leases, matters, and things thereunto belonging, as follows,

* Inserted in the course of the narrative.

viz.

viz. That the said William Powell shall and will be employed as an actor or performer in the said theatre or playhouse, for the benefit and advantage of all the said parties, for and during the term and space of seven years, from the first day of September now next ensuing; and the consideration thereof shall be paid out of the interests and profits of the said theatre, at and after the rate of 400*l.* per annum, at such times and in such proportions as the said William Powell shall think fit and require the same, and shall also have a benefit every season during the said term, clear of all deductions and expences whatsoever. And it is hereby further agreed, that in case any other performer or player to be engaged by the said parties, shall have a larger salary than is hereby agreed to be paid or allowed to the said William Powell, then and in that case such addition shall be made to the said salary of the said William Powell, as will exceed the salary of such other person or persons. And it is further agreed, that neither of the said parties shall, after the first day of October now next ensuing, during his interest and concern in the said theatre, act, or write or have any share, interest or concern in for or upon any other stage, theatre or playhouse whatsoever. And also that any of the parties producing any new play, farce, entertainment, or other exhibition, or any alteration of an old play, farce, &c. shall have and be entitled to the common and usual emoluments accruing to authors from such production, exclusive of the other parties.

Witness

JAMES HUTCHINSON.

GEORGE COLMAN.

THOMAS HARRIS.

JOHN RUTHERFORD.

WILLIAM POWELL.

On the first of July the contract with Mr. Rich's executors was completed, the remainder of the money paid *, and the proper assignments executed.

* It ill becomes a man, who confers a voluntary obligation, to remind the person obliged of the favour done him. T. Harris would therefore have been silent, with regard to the pre-

It will hardly be suspected by any reader, possessed of common-sense or acquainted with the principles of common justice, that any one of the parties, subscribing to articles so very explicit and determinate, should take upon him, almost immediately, to act in direct contradiction to them.

At the meeting of the company before the opening of the theatre, however, Mr. Colman's behaviour began to appear in a very extraordinary light. It was very natural for Harris and Rutherford to suppose that Mr. Colman, who was personally known to the performers, would introduce the principal of them, at least, to his brother patentees, on their first appearance at the theatre. So far, however, was he from doing this, that when they were advancing to speak to him, as he was seated on the middle of the stage, he rose up, and with a petulance he could not conceal, desired them to withdraw, lest they should interrupt the rehearsal; leaving them to introduce themselves to the company, and take their own seats where they might think proper.

Disrespectful as this behaviour appeared, it would have been thought too insignificant a circumstance to be here taken notice of, did it not lend a clue to the maze of Mr. Colman's future proceedings; all which afford the most circumstantial evidence that he had, even so early as the opening of the theatre, formed a design of acting as if the other proprietors had subscribed to his first romantic proposal of being sole manager, instead of his having engaged "from time to time, and at all times, hereafter to communicate to and submit his conduct, and the measures he shall

predicament in which Mr. Powell stood at the time of this payment, had not Mr. Powell been pleased, more theatrically than gratefully, to deny that when he had none but personal security to offer for a considerable sum of money which he borrowed on this occasion, T. Harris did agree to give the lender a real security of his own; without which the money would not have been advanced. Of this the fact itself is an incontestible proof.

"intend to pursue to T. Harris and J. Rutherford." Mr. Colman indeed soon grew too impatient of even the appearance of controul, to submit any thing to the judgment of his colleagues; and though, after much expostulation he assented to a weekly meeting, for advising about the business of the theatre, it lasted only a few weeks; nor was it of any effect while it did last; as Mr. Colman was neither pleased to lay open his whole plan, in order to know the opinion of Harris and Rutherford concerning it, nor to act in conformity to their opinion when he did know it*.

It was not till Thursday the 29th of October, however, that Mr. Colman openly and avowedly disclaimed their right to lay him under any restraint; which he then did, in the most positive terms; declaring that he would never disclose to them any of his future intentions, but would be responsible to the publick only, and not to them, for the consequences†.

* Mr. Colman has endeavoured to justify this proceeding, by pretending that Harris and Rutherford were too little conversant in theatrical matters to advise him on these occasions. But though we should grant that the want of experience in what is doing behind the curtain, prevents a person's knowing what will please before it, was Mr. Colman ignorant of their inexperience in this particular before? Did he not know they were neither authors nor actors by profession, when he signed the articles subjecting himself to their controul? —It is not for Harris and Rutherford to determine how far the above plea is valid; they are but too well convinced however that an impartial review of the boasted skill and abilities, Mr. Colman has displayed in the management of Covent-Garden theatre this season, will afford small proofs of the proficiency he made in the study of theatrical management, for many years behind the scenes at Drury-Lane.

† As to Mr. Colman's particular motives for such a declaration at that time, we shall consider the validity of them, when compelled to examine into the propriety of his conduct as a theatrical manager. At present we are only stating the facts, which may enable the publick to judge of the rectitude of his behaviour, as a man.

In this resolution he persisted, in spite of all remonstrances, till the Sunday following; when, notwithstanding he had declared, and that even on the Saturday night preceding, he would have no farther communication with them, he addressed to them the following epistle :

TO THOMAS HARRIS, ESQ;

AND

JOHN RUTHERFORD, ESQ;

GENTLEMEN,

I Have seen Mr. Powell; but after what has past, a personal intercourse between us cannot be expected. According to our articles, I shall from time to time submit to your consideration the measures I propose to pursue in the management of the theatre, and any measures against which you shall jointly protest in writing, according to our articles, shall not be carried into execution.

Nov. 1, 1767.

G. COLMAN.

Surely nothing can be more plain than that Mr. Colman, at the time of writing the above letter, understood the articles he had entered into, in the most literal sense; and that he had then no conception of making that artful distinction between the *letter* and *spirit* of them; which he afterwards judged it expedient to do in his letter of January 5 following*.

* Inserted in the course of the narrative.

What construction can then be put on his conduct, in calling together the principal performers the very evening of the day in which he wrote this letter, in order to persuade them that he was solely invested with the absolute management of the theatre? Yet, inconsistent as such behaviour must appear, this he did without having seen or heard from Harris or Rutherford; inviting the said actors to a tavern, where he disingenuously communicated to them the substance of the first clause of the articles before inserted †, to give colour to his pretensions; entirely suppressing the third clause, by which his power was so expressly limited.

This transaction, of course, reduced Harris and Rutherford to the necessity of reading to the company, assembled on the stage next morning, the whole of those articles. In consequence of which lecture, Mr. Colman did apparently take shame to himself, and declare, in the presence of Messrs. Woodward, Smith, Gibson and others, that he would for the future submit the measures he intended to pursue, to the consideration of Harris and Rutherford, agreeable to the tenor of their articles, and the substance of the letter he had written them the preceding day.

The reconciliation which ensued on this declaration, gave Harris and Rutherford some reason to hope that affairs would now be carried on in an amicable manner, and conformably to those intentions, with which they engaged in so considerable an undertaking. They were very soon surprized however with the information of Mr. Colman's having, on his own authority, and without their knowledge or consent, taken upon him to engage Mr. and Mrs. Yates; the former at ten pounds a week, with a benefit, and the latter at five hundred pounds for the season, with a like benefit ‡.

† See page 4.

‡ Not that Harris and Rutherford would have objected to the expence of this engagement, or to any other conducive to the entertainment of the publick, could that have been

The surprize of Harris and Rutherford, at this information, was by so much the greater, as all the four proprietors, in a consultation held some few days before on the subject, had been unanimously of opinion, that as their company then stood, it was impossible, without breaking through the established customs of the theatre, to avail themselves properly of the service of those excellent actors. Add to this, that, having a right to think their consent necessary to Mr. Colman's forming an engagement of so much expence and consequence, they could not help regarding it as another gross breach of the articles subsisting between them*.

To this act of Mr. Colman's, nevertheless Mr. Powell, not only assented, but even affected to justify it: from what motives we presume not to say; as we should be very sorry to impute any action to a sinister design,

effected in any proportionable degree. They by no means wish to sacrifice the amusements of the town to their private emolument; but it is to be observed, that when a company is full, the engagement of additional performers, even of the greatest merit, must create great confusion, and at least render those useless who would otherwise have supplied their places. There is no doubt that Mr. and Mrs. Yates would in any circumstances be a valuable acquisition to either theatre, although, from their too late engagement the present season at Covent-garden, they have had (particularly Mr. Yates) fewer opportunities of displaying their respective talents, and consequently of being so useful as their great reputation might give reason to expect.

* It has been pretended by Messrs. Colman and Powell, that Harris and Rutherford, though not privy to the engagement of Mrs. Yates and her husband, did afterwards assent to that measure; of which their acquiescing in the payment of their respective salaries is a proof.—It may be asked however, in answer to this plea, what could Harris and Rutherford have done to any purpose after the contract was actually made? Had they put an absolute negative, as they were empowered to do, on the fulfilling such contract, would not Colman and Powell have had a very plausible, if not a just, pretence, to charge them with a penurious reluctance to contribute their utmost to the entertainment of the town? a pretence which, they beg leave to assure the publick, never had, nor ever shall have, any foundation either in their principles or conduct.

which

which may be fairly attributed to an ingenuous one. If the public however, take into consideration, that Mr. Powell became entitled as an actor, to the addition of one hundred pounds to his yearly salary, in consequence of Mrs. Yates's receiving five hundred, we leave them to make what comment they please on Mr. Powell's conduct in this particular*.

Perhaps they may be assisted in making such comment by Mr. Powell's subsequent behaviour.

Certain it is, that Mr. Powell carried his assent to Mr. Colman's proceedings a very unwarrantable length; a remarkable instance of which soon after presented itself; when, at a meeting of all the proprietors, the latter proposed his taking out of the treasury of the house, a sum between sixty-four and seventy pounds, on account of his having inserted a few lines in the comedy of the Rehearsal†, and his intended alteration of the tragedy of King Lear; in which proposal Mr. Powell most readily acquiesced.

As it was impossible also for Harris and Rutherford to know how far the projected alteration of King Lear might entitle Mr. Colman to that sum; and, as they were willing to allow of every emolument due to him as a

* In order to obviate any suspicion of sinister views in Mr. Powell, it has been given out that he could not take the advantage above-mentioned, of the agreement with Mrs. Yates, because Mr. Woodward had likewise a greater salary. But it is to be remarked that Mr. Woodward's engagement with the theatre was antecedent to the formation of the articles with Mr. Powell; by virtue of which he was entitled to a larger salary than any other performer or player hereafter "to be engaged" in the service of the house. See memorandum of those articles, p. 6.

† A customary liberty taken from time to time with this play in representation; and particularly by the celebrated manager of Drury-lane, who, we are assured, never charged a single farthing to his brother patentee for such services.

writer, they did not directly oppose the proposition then made; yet could not help mentioning the impropriety of taking out the money till the altered play was produced*.

In return for this complacency on the part of Mr. Powell, Mr. Colman, at the very same meeting, as readily assented to the former's most unreasonable demand of a benefit, to indemnify him for the loss he should sustain in not acting at Bristol theatre the ensuing summer. Nay Mr. Colman went so far as to insist warmly on the reasonableness and equity of such demand; notwithstanding it was expressly stipulated in the articles which they mutually entered into on the 28th of May, that none of the parties should after the first day of September then next ensuing, be concerned in any other theatre whatever†.

The absurdity, not to say the insolence of this proceeding, could not fail to strike Harris and Rutherford in a very peculiar manner, and to suggest a suspicion that Messrs. Colman and Powell had formed the design of taking an advantage of their ignorance of playhouse customs and artifices, to dispose of the general property of the theatre at their own pleasure, and to lose no opportunity of converting it to their private emolument. How far such a suspicion was justified by the above facts, is submitted to the determination of the publick.

* Mr. Colman did nevertheless appropriate the said sum, although he did not produce the play, nor indeed appear to have it ready, even on the second of January following; when he was expressly required, by letter from Harris and Rutherford, either to produce the play or repay the money into the treasury of the theatre; neither of which he thought proper to do: so that the money thus appropriated by Mr. Colman, (i. e. near seventy pounds) stands at present as an equivalent for the few speeches inserted in the Rehearsal; a performance which on the second night of its exhibition did not bring seventy pounds into the house.

† See the copy of those articles, page 7.

With

With regard to Mr. Powell's acting at Bristol; Harris and Rutherford conceiving that his advice respecting the management of the theatre, might in the summer-time be dispensed with; they, in order to shew their unwillingness 'to deprive him of any pecuniary advantage which they could reasonably afford him, at length assented to his going, notwithstanding they conceived it derogatory from the character of a patentee of one of the Theatres-Royal in London, to think of such an expedition*.

The next irregularity committed by Mr. Colman, was productive of the most flagrant proofs of his being determined to break through every restraint his articles laid him under; and of acting not only without the approbation of Harris and Rutherford, but in direct opposition to their most positive and legal remonstrances. This was on occasion of the performance of the play of Cymbeline; which, on account of some personal altercation that had past relative to the casting of the parts†, had been by mutual consent for some time laid aside. The duty of the patentees however, requiring the exhibition of that play for one night‡, Mr. Colman laid hold of that opportunity to order its repetition; notwithstanding he knew such a repetition must be extremely disagreeable to Harris and Rutherford; as tending to revive the disputes which that play had before occasioned: a consideration that would doubtless have had some weight with Mr. Colman, had he duly studied the peace and good order of

* Harris and Rutherford would indeed have given Mr. Powell formal leave in writing to go to Bristol; but to this Mr. Colman objected; the money arising from a benefit, appearing both to Colman and Powell the more eligible object.

† Mr. Colman wanting Miss W— to play the part of Imogen; which Harris and Rutherford conceived would be better supplied by Mrs. L—, who had played it the preceding season at Drury-lane. On Mrs. Yates's joining the company however, and refusing to give up the part, it was assigned to neither.

‡ December 28.

the theatre; circumstances of much greater consequence than either the profits arising to the proprietors, or the entertainment afforded the publick by the exhibition of the play in question*. Harris and Rutherford therefore, thought it necessary on this occasion to send Mr. Colman the following card, after the play had been given out for the second time.

T O G. C O L M A N, E S Q;

MR. Harris and Mr. Rutherford present their compliments to Mr. Colman, are much concerned that he directed Cymbeline again to be given out. — Mr. Colman is well acquainted with their sentiments on the subject, and how much it is their desire that play should, for the present, be postponed. — Doubt not he will conduct this affair accordingly.

Monday 28 Dec. 1767, 11 o'clock at night.

Mr. Colman still persisting in his design, another earnest remonstrance, desiring him for their mutual quiet to desist from his purpose, was made him the next day; which proving ineffectual, the following prohibition was sent him in form.

T O G. C O L M A N, E S Q;

S I R,

WE absolutely disapprove the performance of Cymbeline at our theatre untill farther consideration.

Wednesday. 30 Dec. 1767.

T. HARRIS,
J. RUTHERFORD.

* Especially as it was frequently exhibited at Drury-lane.

To the above formal prohibition was annexed the following letter.

SIR,

OUR right to forbid the representation of the above play we draw from the articles entered into between us; from your letter of the first of November last, which runs thus, "*any measures against which you shall jointly protest in writing, shall not be carried into execution;*" and from your solemn declaration to the same purpose the succeeding day, in presence of Messrs. Woodward, Smith, Gibson, &c. — It is with the less regret that we write in this absolute manner, as our repeated desires on this occasion have failed to make the least impression.

We are, Sir,

Your humble Servants,

T. HARRIS.

J. RUTHERFORD.

Sent away at 12 o'clock at noon.

In answer to the above, about an hour after, Harris and Rutherford received the following laconic epistle from Mr. Colman, with Mr. Powell's approbation, as under annexed.

D

TO

TO T. HARRIS, ESQ;
AND J. RUTHERFORD, ESQ;

GENTLEMEN,

I Have just received your mandate, and will print it as a reason to the publick, for performing no play to-morrow.

Dec. 30, 1767.

G. COLMAN.

GENTLEMEN,

GREAT part of our boxes being taken for the play of Cymbeline, great damage must accrue to my property, by your method of proceeding, and I must appeal to my friends and the public for redress. I most sincerely concur with Mr. Colman's sentiments above, and shall abide by his determination.

I am your humble servant,

W. POWELL.

Justly alarmed at the above threats of Messrs. Colman and Powell to shut up the theatre, Harris and Rutherford took proper measures to prevent their designed interruption of the public entertainments, and sent notice of it to Mr. Colman, as follows :

TO

TO G. COLMAN, ESQ;

SIR,

IF you refuse to give directions for a play to-morrow night, we shall :—Whether they will be obeyed or not, is for future consideration. What you are pleased to call our mandate, can be no reason for shutting up the theatre, as you have the whole circle of the drama (Cymbeline excepted) from whence to elect the play.—Whatever damages may arise, we doubt not will be at your peril, as they can only ensue from your committing a breach of the most solemn and legal engagements.

We are your humble servants,

Wednesday, 30 Dec. 1767,
4 o'clock.

T. HARRIS.
J. RUTHERFORD.

It is presumed the above letters need no comment: and we leave the publick to judge of the conduct of a man, who could thus determine to abandon * the management of the theatre, merely because he

* And that Mr. Colman did abandon the theatre is evident, from his leaving Powell to give out the play at his own indiscretion, and the prompter's notice to Harris, dated the same evening.

TO T. HARRIS, ESQ;

SIR,

BY Mr. Powell's order, the Clandestine Marriage will be rehearsed to-morrow at ten.

Your most obedient servant,

JOSEPH YOUNGER.

was required to act in conformity to those articles, by which such management was put into his hands.

We will even suppose, for a moment, the above prohibition on the part of Harris and Rutherford to have been merely a groundless and capricious display of that authority which the negative clause in their articles confessedly invested them with. Yet surely as it was the first prohibition of the kind, and Mr. Colman had the whole stock of plays to apply to, one only excepted, nothing can excuse him for this rash and precipitate resolution! But if, on the other hand, such prohibition was founded on motives which every man of sense and sensibility must feel the force of, while the resolves of Mr. Colman were the mere effect of spleen and resentment *, his behaviour must surely appear not more absurd than criminal.

But though Mr. Colman thus precipitately withdrew himself from the theatre, he left Mr. Powell to give out the play in dispute; which was accordingly acted on the thirty-first of December, in open defiance of Harris and Rutherford, and in direct breach of the articles subsisting between the patentees.

On this proof of Messrs. Colman and Powell's total disregard to their engagements, Harris and Rutherford grew naturally more and more alarmed at the apparent danger of their property. They judged it immediately expedient therefore to audit the accounts of the theatre, and to enquire into the state of the wardrobe; to which latter there had been lately made very considerable and expensive additions. To this end they ordered the treasurer to prepare his accounts, and wrote the following letter to Mr. Powell.

* And that of the most unmanly resentment; of which there might, and will, be produced the most "damning proofs," if Mr. Colman should carry his indiscretion so far as to make it necessary.

TO W. POWELL, ESQ;

SIR,

WE desire you will present our compliments to Mrs. Powell *, and acquaint her we desire she will be pleased to send every thing in her possession appertaining to the theatre, to the wardrobe keeper's office, as we intend forthwith to examine the state of both wardrobes: that you will also inform her we are much obliged to her for the trouble she hath hitherto incurred; but request she would not make any farther purchase on account of the theatre, as we shall give directions to the treasurer to pay nothing but incidental charges, until previously consented to by us.

T. HARRIS.

J. RUTHERFORD.

Dec. 31, 1767.

Mr. Powell's reply to the above requisition.

TO T. HARRIS, ESQ;

AND J. RUTHERFORD, ESQ;

GENTLEMEN,

YOUR directions to Mrs. Powell cannot be complied with. The unappropriated cloaths belonging to the theatre, have ever been kept

* Mrs. Powell having obligingly taken the trouble to make many considerable purchases for the use of the theatre.

out of the house, under the care of one of the proprietors. They are now in my possession, always free for your inspection, and forth-coming for the proper use of the theatre. However you may esteem Mrs. Powell for the care and trouble she has taken to herself concerning the property, I believe every gentleman that has made an advance in the purchase, when they are acquainted with it, will think themselves greatly obliged to her.—Whatever *your* doubts may be for the safety of that part of your property in my possession, I know not; but this I know, that my conduct has hitherto been such as not to have my honesty or Mrs. Powell's called in question; so that you may be assured your property is ever safe with either of us.

Your humble servant,

1 Jan. 1768.

W. POWELL.

P. S. Mr. Colman by our articles is invested with the theatrical as well as dramatic direction of the theatre, and the care of the women's wardrobe, and that of the men's, was desired by Mr. Colman to be taken by Mrs. P - - - - and myself, without any objection on your part, and therefore we shall pay every attention to the department, for the good of the property, and the pleasure of the publick. — And you must give me leave to tell you, that you shall find I am not that C Y P H E R, even according to our present articles, as you seem by your treatment to imagine.

I am yours, &c.

W. POWELL.

It is here to be observed, that Mr. Powell founds his right, of refusing to deliver the cloaths in his wife's possession into the custody of the wardrobe keeper, on a pretended custom. He says, "the unappropriated cloaths belonging to the theatre have *ever* been kept out of the house, under the care of one of the proprietors." This may, indeed have possibly been the case with some former proprietors; but how are Harris and Rutherford bound to follow their example? They think the property in question would, for many reasons, be better deposited in the hands of the wardrobe-keeper; and conceive the publick will be also of their opinion, that the delivery of them when required into the proper office would have been a stronger proof of the honesty Mr. Powell boasts of, than his peremptorily declaring the requisition could be complied with. As to Mr. Powell's being treated as "a *Cypher*," certain it is that Mr. Colman treats him as such, in his letter of the first of November; wherein he so explicitly recognizes the restraining power of Harris and Rutherford, and makes not the least mention of Mr. Powell, as if he was indeed a CYPHER, and there was no such patentee existing.

We cannot help taking notice also of the stress Mr. Powell lays in particular on the *PRESENT articles*. It is certain the *present articles* are not well calculated for the game Messrs. Colman and Powell seem disposed to play into each other's hands. But can either of them be so absurd as to suppose, that Harris and Rutherford will ever enter into *future* articles, with persons who have displayed so conscientious a regard to the observance of the *present*?

The impertinent insinuation, thrown out by Mr. Powell, respecting such gentlemen as interested themselves in the purchase of the theatre, would be here passed over with contempt; had it not been immediately followed by a still more impertinent application to several of Harris and Rutherford's particular friends: of which application Messrs. Colman and Powell thought proper to give them the following notice.

TO MESS^{rs}. HARRIS
AND RUTHERFORD.

GENTLEMEN,

BEING conscious of the rectitude of our conduct, we are willing and desirous to submit it to your most intimate and particular friends; for which purpose we have summoned the underwritten gentlemen to the King's Arms tavern in Cornhill next Tuesday at one o'clock, when if you please you may attend.

We are,

GENTLEMEN,

Your humble servants,

G. COLMAN.

W. POWELL.

Jan. 1, 1768.

C— F—, Esq;
R— O—, Esq;
— P—, Esq;
M— D—, Esq;

H— B—, Esq;
T— L—, Esq;
— N—, Esq;

What ideas Messrs. Colman and Powell may entertain of moral rectitude, the reader who hath perused this narrative with attention, will
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probably

probably be at a loss to determine. He will very readily conceive however from the above letter alone, that they must entertain very strange notions of humanity and good manners. In this appeal to the friends of Harris and Rutherford, they have dared to treat the latter as contemptuously as if not arrived at years of discretion, and incapable of answering for their own conduct. What unparalled insolence! But even supposing they had a plea for this, what can justify their impertinence in *summoning* together a number of gentlemen of respectable characters, to a common tavern, to trouble them with a dispute in which few of them were concerned, and none could with propriety interfere! The mortification therefore which Messrs. Colman and Powell met with on this occasion, was undoubtedly just; few of the gentlemen attending, and three of them, being those only to whom Harris and Rutherford were known, treating the summons they had received with the contempt it deserved; as appears by the following letter left for Messrs. Colman and Powell at the place of meeting.

FOR G. COLMAN,
AND W. POWELL, ESQUIRES.

To be left at the King's-Arms tavern Cornhill.

GENTLEMEN,

WE have each of us a summons to attend you on the affairs of Covent-garden theatre. But as we cannot possibly have any right to interfere in this matter, must beg leave to decline the meeting. Messrs. Thomas Harris and John Rutherford, are gentlemen, who, in our opinion, will
E never

never act contrary to the principles of honour and right. As our friends, therefore, we are ever ready to support them to the utmost of our abilities.

We are,

GENTLEMEN,

Your humble servants,

Jan. 5. 1768.

C. F——.

H. N——.

T. L——.

This attempt * to prejudice Harris and Rutherford in the opinion of their friends having failed, the impatience of Mr. Colman could no longer be kept within bounds; but broke out the same day, in the following extravagant letter, written in answer to some remonstrances of Harris and

* An attempt as basely designed as meanly executed; Colman and Powell, ignorant of the real connections of Harris and Rutherford, going to enquire of their solicitor for the addresses of those gentlemen to whom they supposed Harris and Rutherford obliged. To this purpose Mr. Hutchinson's card of the 30th of December, 1767.

“ Mr. Hutchinson presents his best compliments to Messrs. Harris and Rutherford, and begs leave to acquaint them he has just now had a visit from Mr. Colman and Mr. Powell, to know the addresses of Mr. O— Mr. N— and Mr. F—, in order, they say, to lay a state of the affairs before them and the other gentlemen, who have advanced money upon the security of the theatre.”

Let our readers compare this disingenuous behaviour, particularly in Mr. Powell, with that of T. Harris, who, wanting to borrow no money on the security of the theatre for *himself*, yet lent that security for *Powell*; and we may leave them to their own reflections on it.

Rutherford

Rutherford against his unjustifiable proceedings*, and the danger they thence apprehended to the interest of the theatre.

TO MESS^{rs}. HARRIS
AND RUTHERFORD.

GENTLEMEN,

THE interest of the theatre is in no danger but from *your* conduct and *your* partialities. Mr. Powell, who has a right to give his advice and attendance when called on, perceives that it is not possible for us to keep our doors open, if the director is liable to such frequent and studied interruptions: and we are advised that no court can ever be led so far to misconstrue the articles between us, as to suppose the giving you a power that must be so prejudicial to our common interest, could be the intention of it. I shall continue to act in a manner consistent with the spirit of it, and wish you to do the same. As to the rectitude of your conduct, or of our own, I shall submit that matter to the publick: before whom I shall lay a full state of the case in a very few days†.

Jan. 5, 1768.

G. COLMAN.

* Particularly in regard to his exhibiting the Merchant of Venice when Miss Macklin was indisposed, in opposition to the remonstrances of Mr. Macklin against it; to the discredit of that performance, and the great confusion of the actresses, who played on the shortest warning the capital part of Portia.

† This has been the constant threat of Colman, from the very commencement of the disputes; relying doubtless on his literary abilities for the support of his cause, and well

The reader is desired to compare this letter with that received from Mr. Colman on the first of November, and then to judge whether any sufficient reason can be given for the total change in the writer's sentiments concerning the spirit of the articles alluded to.

Mr. Colman here alledges it to be Mr. Powell's opinion, that the doors of the theatre cannot be kept open, if the director is liable to such frequent and studied interruptions. Now the truth is, that, whatever right was invested in Harris and Rutherford to control Mr. Colman in his management, he never did suffer them to interrupt him in fact, except in deferring the exhibition of *Cymbeline* before Mrs. Yates's admission into the company.

They did indeed sometimes take the ineffectual liberty to remind him of the irregularity of his proceedings, in not properly acquainting them from time to time with his intended measures. They endeavoured also to persuade him to take proper methods to render Mr. Yates, Mr. Macklin, and some other performers of known merit and popularity, more useful in the theatre, and of course more conducive to the entertainment of the publick.

If they objected also to any part of his actual conduct, it was only in the way of general advice and remonstrance ; which could not, with any propriety be construed into an interruption of his management ; much less a studied one, and such as obliged him to shut up the theatre*.

knowing the reluctance of Harris and Rutherford to trouble the publick on so improper an occasion as the squabbles of individuals. Nothing, indeed, but the absolute necessity of removing the unjust aspersions cast on them, and of preventing the dissipation of their property, could have made them break that respectful silence, which they have hitherto imposed on themselves, out of the profoundest regard to the publick.

* Nothing can be more absurd and inconsistent than such a pretence, if it be considered that even their absolute and formal prohibition of the repetition of *Cymbeline*, notwithstanding

It was never denied by Harris and Rutherford that Mr. Powell had a right to give his advice, when called upon by the other three parties; but they never conceived that they were under any obligation to take that advice; and much less that it was to be taken by any one of those parties, in opposition to the other two. Nothing of this kind appears from the letter of the articles: but perhaps counsellor Powell hath discovered such a latent meaning in the spirit of them, in the same manner as Mr. Colman's other sagacious advisers have convinced him, that the tenor of those articles is now totally different to his conceptions of them three months ago.

That the power with which Harris and Rutherford are invested by the subsisting articles, must be prejudicial to the common interest of the parties, Mr. Colman and his advisers seem too readily to take for granted. At present this assertion must be merely problematical, as that power has never in any single instance been efficaciously exerted. It can never surely be obviously deducible from the terms of the agreement. If it were, how comes it that Mr. Colman, a gentleman bred in the study of the law, should enter into such absurd articles? But that no such inference can be drawn, is boldly presumed, on the assurance of some of the first and ablest council, learned in the laws of this kingdom; whose opinions have been taken on this occasion, and who are unanimous that a court of Equity would, on a hearing of the cause, decree a specific performance of the articles in question.

A copy of one of these opinions was accordingly transmitted directly to Mr. Colman, in hopes that it might influence him to come to some

withstanding it induced Mr. Colman to retire for a while from his directorship, was yet of no interruption of the business of the theatre; that play being re-exhibited on the night for which it was given out, and repeated afterwards.

reasonable terms of accommodation with Harris and Rutherford, and induce him to admit in fact of their having what they had an indubitable right to, a negative voice in the management of the theatre, and the disposal of their common property.

This opinion * was accompanied by a letter from Harris and Rutherford, of which the following is an extract.

T O M E S S^{rs}. C O L M A N,

A N D P O W E L L.

GENTLEMEN,

I Nclosed you will receive a copy of —'s opinion on our case. As his abilities and integrity are well known to Mr. Colman, we have the

* The substance of which was, that, on a perusal of the case of Harris and Rutherford, and the articles of their mutual agreement with Messrs. Colman and Powell, together with the letters which had passed between them, it appeared that Messrs. Colman and Powell had been guilty of many material and substantial breaches of the said articles: And that farther it appeared from such conduct, that they were determined to throw off all regard to their articles, and to act in the management of all matters relative to the theatre, as sole and entire owners thereof, in absolute exclusion of Harris and Rutherford, from such management. It was also this council's further opinion, that on the filing of a bill in Chancery against the parties, the court would not only decree a specific performance of the articles for the future, but would order Messrs. Colman and Powell, to make satisfaction to Harris and Rutherford for their respective shares of all damages which should appear to have been sustained by any breach of those articles by them respectively: And, at the same time would order Mr. Powell and his wife to depose in the proper office of the theatre, such part of the wardrobe as they improperly withheld in their own possession.

greater

greater reliance upon the impressions they must necessarily make. This opinion, as well as others we have taken, points out the infallible remedy for redress; yet, like the rest, it advises an adjustment by arbitration, because our disputes, differing from the generality, must be attended with the severest injury to the property litigated, exclusive of the actual personal expence to be incurred individually. We therefore propose an arbitration of our disputes, by four gentlemen totally unconcerned in affairs of the theatre, two to be nominated by us, unexceptionable in point of rank, fortune, and reputation, and impartial, never having been in the least concerned in our affairs. If you shall both concur in this proposal, and nominate two gentlemen of equal consideration and impartiality, we shall be ready to enter into bonds for submitting to the award of the gentlemen so nominated.

In answer to this letter, and in order to invalidate the opinion therein mentioned, Mr. Colman affected to think a fair and impartial state of the case had not been laid before the council*. And in a subsequent letter, from Messrs. Colman and Powell in conjunction, the proposed arbitration appears to be artfully eluded, by their saying only in general terms, that "they were ready to refer to proper persons the care of framing a plan of articles which might prevent future uneasiness."——

This not being thought sufficiently explicit, Harris and Rutherford again applied to them for a more precise and positive answer to their proposal; which application produced the following reply.

* Setting the case, however, as to the damages complained of, out of the question, the above-mentioned opinion, respecting the specific performance of the articles, was confirmed by that of other learned council, and those of the first eminence, who gave the same in the most explicit terms; with this addition, that those articles were entered into upon valuable consideration, were expressed with clearness and certainty, nor could admit of any doubt in their construction as to the rights and powers of the respective parties.

TO THOMAS HARRIS, ESQ;
AND JOHN RUTHERFORD, ESQ;

GENTLEMEN,--

OUT of tenderness to yourselves, we forbore to enter into any past transactions, as an enquiry of that nature must necessarily lay open the real cause of the unhappy difference between us; nor indeed is any thing material to the general interest and happiness, but a proper arrangement of matters for the future. We proposed therefore, and we now repeat the proposal, to refer to proper persons the care of settling the articles in such a manner, that the management of the theatre may be carried on to the satisfaction of all parties: nor have we any objection, if you think it agreeable, to submit our past conduct to the consideration of the same persons; confident as we are, that in the opinion of any unprejudiced judge, we shall be found to have deserved a very different treatment than we have met with from you.

We are,

GENTLEMEN,

Your humble servants,

G. COLMAN.
W. POWELL.

The

The attentive reader will observe that this second answer is couched in as vague and equivocal terms as the preceding; the doubtful expression of *proper persons* being used in both. Is it possible that men, really conscious of the integrity of their actions, as Messrs. Colman and Powell here pretend to be, should hesitate in approving such persons as are described in the letter of Harris and Rutherford, viz. disinterested men of rank, fortune, and reputation?

The uncommon effrontery of Colman and Powell, in affecting a tenderness for Harris and Rutherford in not disclosing the real cause of their difference, is of a piece with the rest of their behaviour, equally contemptuous and contemptible. To have the assurance to pretend, and that in a private letter *, addressed to the parties themselves, that the unhappy differences between them are owing to any single cause, when they must be conscious, if they had any conscience at all, of their having given repeated and aggravated causes of difference! To have the assurance, in reply to complaints made against them for the violation of articles formally subsisting, to propose the new modelling those articles, or the framing of new ones! They may indeed well boast they are confident; for their confidence appears in this to be matchless. It is difficult however to say which is the greatest subject of admiration, the excess of their folly or that of their insolence, in this complicated instance of both, undoubtedly the greatest insult that ever was offered to men of the least pretensions to common understanding.

It is little to be wondered at, that, on Messrs. Colman and Powell's thus evading the proposal of an equitable arbitration, all epistolary corre-

* Or are we to suppose this private letter artfully written, with a view to give some colour to their pretensions and practices, should it hereafter come to be necessarily made publick.

spondence between the parties, on the subject of their disputes, should have an end.

A meeting of their respective solicitors did indeed take place soon after, but proved ineffectual; so that things remained in this situation, when the accidental publication * of a loose and desultory state of their case, injudiciously and imperfectly drawn up, induced Mr. Colman to publish the advertisement, which laid Harris and Rutherford under the necessity of making this remonstrance; on a candid perusal of which, it is presumed there is no impartial reader who will not rather wonder at their long silence, than censure them for the present appeal to the publick.

Having thus given an exact and faithful narrative of such facts as relate to the legality and rectitude of Mr. Colman's conduct, in regard to Harris and Rutherford, we beg the reader's farther attention to a few general reflections on his behaviour as a theatrical manager, and the pro-

* By having been scandalously and unjustifiably exhibited by the master of Slaughter's coffee-house; where it had been casually and unintentionally left upon the table. Great pains indeed have been taken, to represent this accident as a wilful mistake of Harris and Rutherford; tending to injure the character of Messrs. Colman and Powell. And yet nothing could appear more plain, on the very face of the thing itself, than that such case could not have been intended for public inspection; which the several blank spaces left for the future insertion of names and dates, with the references to letters and memorials not annexed to it, sufficiently evince. It was thought incumbent therefore on Harris and Rutherford, publicly to disclaim so illiberal a design; in doing which, however, they did not (as hath been falsely represented) disavow the papers so left, or mean in the least to exculpate Messrs. Colman and Powell of the several facts therein charged upon them.

priety of their exerting their undoubted right to controul him in that province.

Harris and Rutherford have severely felt, and therefore are extremely sensible of, the disadvantage they lie under from a comparative view of the known abilities of the respective patentees. They have had the frequent mortification of having their most legal and just complaints disregarded on the prudential plea of their own interest. They have heard it repeatedly alledged, even by those who have acknowledged the injustice and insolence of Messrs. Colman and Powell's behaviour, that it would be yet highly indiscreet for them (Harris and Rutherford) to interfere in the conduct of an undertaking, for which it has been inconsiderately taken for granted they were unqualified.

But, let us take the liberty to ask, if it be not possible for such advisers to have imposed on themselves in this particular, by carrying their notions of the reputation and abilities of Messrs. Colman and Powell, much farther than their influence in the management of a theatre extend.

They presume not to enter the lists with their brother patentees in their respective professions. But, as they pretend neither to write comedies nor to enact tragedies, so neither do they pretend to talents for composing music, leading the band, inventing dances, or designing and painting the scenes. Yet they conceive it little less unreasonable to expect a manager to be a painter, architect, composer, fiddler, or figure-dancer, than to suppose he should necessarily be either an author or actor.

The proprietors of a theatre, may certainly avail themselves of the several talents of musicians, dancing-masters, architects, painters, players, poets, and even of managers, if necessary, on paying them a valuable consideration.

consideration for their services*! And while they are modest or prudent enough to make the public voice their director, in the employment of such as afford the town the highest entertainment; it is surely a strange absurdity, to suppose that men, in the least acquainted with business, should be unequal to the care and conduct of their property in a theatre.

If to this plea should be opposed an imaginary circumstance, industriously propagated about the town; viz. that the profits of the theatre this season have been greater than that of former years; and therefore actual experience ought with prudent men to prevail over speculative reasoning: Harris and Rutherford make answer, that, though it is at present impossible for them to ascertain what the profits of the season will be, they are sufficiently authorised to deny the fact: which is all the satisfaction they can at present give the reader as to this particular. For, however injuriously they have been treated by Messrs. Colman and Powell, they do not think themselves at liberty, without their consent, to expose the receipts and disbursements of the theatre, even were it in any case judged necessary.

* It may not be improper to observe here, that Mr. Colman's not stipulating for such a consideration, when he accepted of the nominal directorship of the theatre, is a corroborating proof that it was never intended he should take more trouble on himself than Harris or Rutherford: as, had it been otherwise, he would certainly have been as much entitled to a salary for managing, as Mr. Powell was to his salary for acting. Unless indeed Mr. Colman's known disregard to pecuniary emoluments may be supposed to have induced him to make a present of his services to his brother-patentees. For it will hardly be supposed, by persons convinced of the *conscious rectitude* he boasts of, that he could have any sinister views to answer by his unrequested officiousness.

At the same time, nevertheless, they cannot neglect this occasion of gratefully expressing the highest sense of the obligations conferred on them by the town, in its generous approbation of the moderate efforts exerted for its entertainment at Covent-Garden theatre this season.

They should think themselves as highly undeserving such approbation, if they could on their part approve of those little artifices, which have too frequently been made use of, to betray the publick into an appearance of applauding what in reality they were so candid as reluctantly to condemn; artifices that have been sometimes carried to the utmost extravagance, to the prejudice of the proprietors, and disgust of the town.

If the art of theatrical management indeed consist in the practice of such petty expedients, to betray the confidence and impose on the judgment of the publick; — if it consist in forcing dull performances and unpopular performers on a patient audience; the majority of which are introduced merely to keep the rest in countenance; — if it consist in keeping news-paper scribblers in pay to defend gross partialities, to apologize for wilful neglect, and to enhance the feeble efforts of ignorance and insufficiency; Harris and Rutherford confess they are unequal as averse to the task of theatrical management. Nay, they must be so frank as to say, that they should never have hazarded their property on the success of such an undertaking, had not they conceived it might have been conducted to advantage on a more liberal plan.

But if a sincere desire of contributing to the real entertainment of the publick, joined to a determined resolution to take every just measure conducive to that end, may be supposed to qualify men long attached to the stage, assisted by persons of known experience and abilities, for the management of a theatre, they flatter themselves they will not be found incapable of superintending their property in that of Covent-garden,
equally

equally to their own emolument, and the satisfaction of the publick :
under whose auspices therefore, they beg leave to take refuge, and to
subscribe themselves that publick's

Most obliged, and most devoted,

Humble Servants,

T. HARRIS.

J. RUTHERFORD.

T H E E N D.

